

Sacramento Metropolitan Fire District Community Emergency Response Team Program

MEMORANDUM OF UNDERSTANDING

I understand that by completing the Community Emergency Response Team course I will be taught certain basic skills that are intended to help me render assistance to others only when I deem it safe and necessary for me to do so. I am under no obligation, by virtue of having received this training, to render aid or become involved in any activities that would make me feel uncomfortable or have the potential to cause me physical or emotional injury.

I understand that I will receive a "Certificate of Completion" upon attending the nine modules of the course.

I hereby acknowledge receipt of Attachment "A" entitled "Legal Status of CERT Participants" and have executed the "Release, Hold Harmless and Indemnification Agreement."

Signature

Printed Name

Date

ATTACHMENT “A”

LEGAL STATUS OF CERT PARTICIPANTS

During the CERT training itself and thereafter (when on a *self-initiated* basis, putting the training into practice during an emergency), participants are deemed to be “volunteers” and not employees or agents of Sacramento Metropolitan Fire District, Law Enforcement or other Fire Departments in Sacramento County.

As such, volunteers are not entitled to any of the privileges, immunities, or insurance coverage afforded employees of Sacramento Metropolitan Fire District. That is to say, volunteers are not covered by or under the District’s Workers’ Compensation, Unemployment Compensation, liability coverage, or hospital/medical plans.

Volunteers, however, have certain immunity from civil liability under the California Good Samaritan Act (Sections 1766 & 1767, Article 4, Chapter 130, California Health and Safety Code) if they are acting within the scope of official duties during such volunteer services.

RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

THIS RELEASE, HOLD HARMLESS AND INDEMNIFICATION
AGREEMENT is voluntarily given and executed by

_____,
hereinafter referred to as "Participant".

In consideration of the Sacramento Metropolitan Fire District providing "Community Emergency Response Team" (CERT) Training, Participant hereby releases, agrees and promises to hold harmless and indemnify the Sacramento Metropolitan Fire District and its officers, employees, agents or servants, from and against any and all liability, claims, demands, damages, fines, penalties, expenses, fees, suits, proceedings, actions and costs of actions, including reasonable attorney's fees for trial and/or appeal, of any kind or nature arising or growing out of or in any way connected, directly or indirectly, with any act or omission of the Sacramento Metropolitan Fire District and its officers, employees, agents, or servants, arising or growing out of or in any way connected, directly or indirectly, with or as a result of the CERT training as stated above.

DATED this _____ day of _____, 20____, at
_____, California.

Participant Signature

Typed or Printed Name

WITNESS:

Witness Signature

Typed or Printed Name

Witness Signature

Typed or Printed Name